



Kynar 500®/Hylar 5000® Limited Warranty

MATERIAL DESCRIPTION:

JOB NAME:

SOLD TO:

INVOICE NUMBER(S):

OWNER:

EFFECTIVE DATE:

DATE OF ISSUE:

Berridge Manufacturing Company warrants that Kynar 500® / Hylar 5000® 70% full-strength Fluoropolymer finish will perform for twenty (20) years from date of installation as an effective surfacing material within the scope of the conditions and limitations defined in this warranty document:

EFFECTIVE SURFACING MATERIAL IS DEFINED TO MEAN:

1. Freedom from cracking, chipping or peeling due to the deterioration of the finish for a period of twenty (20) years from date of purchase, exclusive of mechanical damage or other abnormal contingencies. (See Para 2).
2. Freedom from any color changes in excess of 5 NBS Units (Using the NBS unit of color notation as measured on the MEECO Colormaster: ASTM-D-2244) for a period of twenty (20) years from date of purchase.
3. Freedom from chalking in excess of Number 8 Rating (ASTM-D-659-80) for a period of twenty (20) years from date of installation.

TERMS AND CONDITIONS OF WARRANTY:

1. Berridge shall not have any obligation under this Warranty until all invoices for installation, supplies and services have been paid in full to Berridge and to the Roofer.
2. **BERRIDGE HAS NO OBLIGATION NOR RESPONSIBILITY FOR DAMAGE TO FINISH OR MATERIALS CAUSED BY THE FOLLOWING CONDITIONS:**
 - A. Materials installed in corrosive or aggressive environments including, but not limited to, areas subject to marine conditions, salt water, salt water spray, chemicals, or harmful gases with the exception of normal air pollution.
 - B. Acts of God, falling objects, fire or external forces.
 - C. Abnormal or harmful gases, fumes or chemicals other than general air pollution.
 - D. Physical damage after installation, intentional or unintentional, whether caused by abuse, misuse, negligence, vandalism, or excessive foot traffic on roof area.
 - E. Any act or acts which damages finish after installation of materials on project.
 - F. Physical damage caused during the forming process due to machinery or roll forming process used.
 - G. Slopes of the roof or sections with a pitch of less than one in twenty-four or otherwise as to allow puddling or staining.
 - H. Deterioration of finish or materials due to improper storage prior to or during installation process.
 - I. Deterioration of the finish or substrate caused by standing water or condensation.
 - J. Discoloration or damage to panel finish caused by failure to remove factory-applied protective strippable plastic film.

3. CUSTOMER MUST NOTIFY BERRIDGE MANUFACTURING COMPANY IN WRITING WITHIN THIRTY (30) DAYS FROM DISCOVERY OF THE CONDITION WHICH IS THE BASIS OF ANY CLAIM AND ALLOW AN INSPECTION OF THE MATERIALS DURING NORMAL BUSINESS HOURS.

4. BERRIDGE MANUFACTURING COMPANY'S OBLIGATION WITH RESPECT TO THIS WARRANTY IS LIMITED AS FOLLOWS:

- A. In the event of a valid claim, Berridge Manufacturing Company shall, at its option: a.) assume the reasonable costs to restore the finish on the materials; b.) furnish replacement materials; or c.) refund the original purchase price paid to Berridge for the materials less five percent (5%) for each year which has lapsed since the date of purchase of the materials.
 - B. Berridge Manufacturing Company's maximum liability for any claim under this Limited Warranty will be the lesser of the three amounts calculated pursuant to a, b, or c of paragraph 4A above.
 - C. It will be at the sole discretion of Berridge Manufacturing Company to determine which action will be taken with respect to any claim under this Limited Warranty.
 - D. In no event shall Berridge Manufacturing Company's liability exceed the lesser of the cost of replacing or restoring the defective panels.
 - E. The warranty on any repaired or replaced product shall be for the remainder of the warranty period applicable to the original purchase.
 - F. **EXCEPT AS SET FORTH HEREIN, BERRIDGE MANUFACTURING COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY EXPRESSLY DENIES THE SAME.**
5. This warranty is tendered for the sole benefit of the original owner of the project named herein and is not transferable or assignable. Berridge's only liability and responsibility is to the terms and conditions of this Warranty. This Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein.
 7. In the event a court of competent jurisdiction rules that any portion of this Limited Warranty is unenforceable, the remainder of this Limited Warranty shall be construed and enforced as if the stricken portion was not a part hereof originally.